



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

March 11, 2016

CBCA 5063-RELO

In the Matter of TERRY L. THOMAS

Terry L. Thomas, White Sands Missile Range, NM, Claimant.

James J. Diliberti, Assistant Counsel, Defense Logistics Agency, Pearl Harbor, HI, appearing for Department of Defense.

SULLIVAN, Board Judge.

Claimant, Terry L. Thomas, appeals the denial of his request for reimbursement of rental car expenses that he incurred during his permanent change of station (PCS) in April 2015. The agency, Defense Logistics Agency, in its response to Mr. Thomas' claim, acknowledges that Mr. Thomas should be reimbursed an additional amount for the mileage costs incident to his surface travel, but stands by its denial of the costs of the rental van because the costs of a rental vehicle were not authorized in Mr. Thomas' PCS orders and Mr. Thomas sought to travel by rental van for his own personal preference, rather than for the Government's benefit. For the reasons that follow, we deny Mr. Thomas' claim for the costs of the rental van.

Background

Mr. Thomas received orders to move from Okinawa, Japan, to White Sands Missile Range (WSMR), New Mexico. In these orders, he was authorized to incur expenses for travel by government or commercial common carrier and by personally owned conveyance (POC). The mileage rate that he was to be reimbursed was to be determined in accordance with the Joint Travel Regulations (JTR).

On March 30, 2015, Mr. Thomas informed someone in the installation support office in Okinawa that he planned to fly to somewhere on the west coast of the United States and then rent a car or a van and drive to WSMR. He explained that it would be easier to travel in that manner with his dog. In response to this communication, Mr. Thomas was informed that he could fly to the west coast and drive to his destination, but that any additional costs would be his responsibility.

On June 29, 2015, Mr. Thomas submitted his travel voucher, seeking reimbursement of his travel expenses in the amount of \$2534.79. Among other costs, Mr. Thomas sought \$1805.97 for the cost of a van that he had rented in San Francisco Airport and returned in Midland, Texas. Mr. Thomas provided supporting documentation for this cost.

While processing Mr. Thomas' voucher, another individual within the agency asked that DLA-Okinawa amend Mr. Thomas' travel orders to include the use of a rental car. In response, DLA-Okinawa determined that the orders could not be amended because rentals are prohibited for travel when an employee is changing permanent duty stations. It appears that Mr. Thomas was reimbursed \$532.85 for the cost of lodging and meals expense for the days he spent traveling between San Francisco and WSMR.

Mr. Thomas submitted a second voucher on September 10, 2015, seeking the difference between the cost of the airfare to fly from Okinawa, Japan to El Paso, Texas, and the cost Mr. Thomas actually incurred to fly from Okinawa to San Francisco and the mileage from San Francisco to WSMR, calculated at \$0.23 per mile.

The distance between San Francisco Airport and WSMR is 1161.1 miles. The Monetary Allowance in Lieu of Transportation (MALT) rate applicable to Mr. Thomas' claim is \$0.23. JTR 2605-B.

Discussion

The Government may pay relocation expenses when an employee transfers from one duty station to another. 5 U.S.C. § 5724(a) (2012). The Federal Travel Regulation (FTR) directs agencies to apply the rules for temporary duty (TDY) travel for transportation expenses incurred for relocation. 41 CFR 302-4.100 (2015). An agency must select the mode of travel most advantageous to the Government. 41 CFR 301-10.4. The agency also must determine that use of a rental car is most advantageous to the government and specifically authorize the use of a rental car. 41 CFR 301-10.450.

As a civilian employee of the Department of Defense, Mr. Thomas is also subject to the requirements set forth in the Joint Travel Regulations (JTR). For permanent duty travel,

an employee may elect to travel by POC or common carrier. JTR 5524. When an employee travels by both POC and a common carrier, the employee is to be reimbursed at the MALT rate for the distance traveled by POC, the common carrier cost, and per diem for actual travel time. JTR 5530. The MALT rate is applied to the distance to the new permanent duty station. JTR 5606. The definition of POC includes rental cars: “conveyance loaned for a charge to, or rented at personal expense by, [an employee] for transportation on PCS or TDY when such rental conveyance has not been authorized.” JTR, App. A, Part I, Definitions.

The JTR provides that a rental car may be authorized for PCS travel when other transportation modes are not to the Government’s advantage. JTR 3320-H. A rental car may not be authorized for an employee’s preference or because common carrier travel schedules are inconvenient. *Id.* The use of a rental car must be authorized in the travel orders. *Id.*

Mr. Thomas may not be reimbursed the costs incurred to rent a van

Mr. Thomas appeals the agency’s denial of his request for reimbursement of the rental costs of the van. Mr. Thomas asserts that he understood that he was authorized to rent a van, when the individual in the installation support office told him that he could land on the west coast and drive to his destination.

In his orders, Mr. Thomas was authorized to travel by POC, which includes a rental car, but his orders did not authorize reimbursement of the costs of the rental van. The email exchanges he had with personnel at his previous duty station do not fulfill this requirement. Moreover, Mr. Thomas used a rental van for his own convenience. He has not shown that the use of a rental van was most advantageous to the Government. For these reasons, Mr. Thomas is not owed the rental costs of the van.

Mr. Thomas may recover the mileage for his travel between San Francisco and WSMR

The agency, in responding to Mr. Thomas’ claim, has determined that Mr. Thomas was not, but pursuant to JTR 5530, should have been compensated for the mileage costs he incurred traveling between San Francisco and WSMR. The agency calculates this amount to be \$267.05 (1161.1 miles multiplied by \$0.23). Mr. Thomas does not address the agency’s position or agency’s calculation of this additional amount in his reply.

Decision

Mr. Thomas' claim for the van rental charges is denied. The agency should reimburse Mr. Thomas the mileage costs in the amount of \$267.05.

MARIAN E. SULLIVAN
Board Judge